Contract, Procurement and Real Estate Services (CPRES)
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Seattle, WA 98104
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TTY Relay: 711
www.kingcounty.gov/health

Public Health
Seattle & King County

Request for Applications # 2026CHS1082RFA

ADVERTISED DATE: 8/21/2026

Title: Promoting First Relationships-Agency Training Project 2027

Due Date and Time: No later than October 1, 2026, 02:00 PM

Contract Specialist: Saba Al Harazi

Submit Questions and Application: through Agiloft at: Solicitation: Promoting First Relationships-Agency Training Project 2027

All submitted RFA responses become public information and may be reviewed by anyone requesting to do so at the end of the selection process. RFA responses will become the property of King County and will not be returned to the Applicants.

Applications must include this RFA Response Cover Sheet, signed and dated by the President of the Board, Executive Director, or someone who has the full authority to legally bind the entity submitting the RFA response to the contents of the RFA response.

The selected Applicant will be required to enter into an Agreement with King County, which will be initiated by PHSKC. The department's standard agreement terms and conditions are included in this RFA as an Attachment, as well as any terms and conditions of the funding source. These terms and conditions are subject to change prior to execution of the actual Agreement.

I understand the terms and conditions of the RFA and agree to meet the requirements of PHSKC if an award is made. All information provided in this Application is true and accurate to the best of my knowledge. Proposed program design and costs shall be valid until at least the end of the Applicant's current fiscal year. I have read the potential Agreement terms and conditions and do hereby accept them as presented. I understand that the actual Agreement will be sent subsequent to award for my signature.

______________________________ ______________________________

Signature Date Printed Name & Title

Applicant Information

Organization Name: ______________________________________

Address: ______________________________________

Primary Contact Information

Name, Title, and Email Address: ______________________________________

Secondary Contact Information

Name, Title, and Email Address: ______________________________________

THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.

RFA Summary

Summary Description

Public Health–Seattle & King County (PHSKC) Community Health Services Parent-Child Health Program (PCH) is requesting applications from community-based agencies to participate in **Promoting First Relationships (PFR) Agency Training**, either **Level 2 Certified Provider**[1] OR **Level 3 Agency Trainer**[2] training. PCH may select multiple agencies from all qualified applicants. Agencies may request an individual or several individuals from an agency to participate in the PFR training, depending on what makes sense for your program. **The funding level will vary between $2,000-$20,000.**

Pre-Application Conference

Public Health – Seattle & King County (PHSKC) will conduct a pre-Application conference for this RFA. This conference will be an opportunity for interested organizations to hear more about the program and to ask questions about the program and/or the application process.

- **Date/Time:** September 4, 2026, 1:00–2:00 PM (Pacific Time)
- **Location:** Virtual, via Microsoft Teams
- Meeting URL: https://teams.microsoft.com/meet/263563951257604?p=R2bGCWHosemVSGahZr
- Meeting ID: 263 563 951 257 604
- Passcode: Qa2gy2D4

Attendance is optional but strongly encouraged so that applicants can hear more about the RFA and ask questions. Responses to questions raised during the conference will be documented and posted on the RFA website so all applicants have access to the same information.

Schedule

An Agreement will be negotiated immediately with each successful Applicant that is selected via this RFA. The following timeframe represents the tentative schedule of the entire process, from RFA solicitation to project completion. The dates listed here are subject to change:

DATE	EVENT
08/21/2026	Request for Applications issued
09/04/2026	**Request for Applications Pre-Application Conference**
09/18/2026	**Final Day to ask questions**
09/23/2026	Final Addendum issued (if necessary)
10/01/2026	**Applications are due no later than 2:00 pm**
10/5/2026-10/14/2026	Scoring date range (tentative)
10/22/26-10/23/2026	Interviews (tentative)
11/16 2026	Notice of Selection (tentative)
01/01/2027	Agreement starts date (tentative)

[1] For more information visit Level 2: Skill Building - Promoting First Relationships
[2] For more information visit Level 3: Agency Trainer Training - Promoting First Relationships

How to submit

Submit Applications through Agiloft at: Solicitation: Promoting First Relationships-Agency Training Project 2027

1. Go to the website to create an account Accessing Agiloft to apply for and manage contracts with DCHS - King County, Washington this will take 3-5 business days.
2. You are strongly encouraged to watch this video Provider Training: How to Apply for Funding Opportunities in Agiloft
3. If you need technical support on the Agiloft system, email your questions to DCHSAgiloft@KingCounty.gov

What to Submit

Applications shall be emailed in one email and shall contain all required documents as one file or multiple files:

1. **Completed RFA cover page:** Include a signed copy of the official RFA cover page.
2. **Attachment A-Letter of Interest (no more than four pages)**: Your letter must describe your agency, the staff members applying, and your interest in this opportunity. In your letter, please respond to all items in the following five sections:

   a. About Your Agency

   - A short description of your agency.
   - The communities and populations you serve.
   - The programs or services you offer. Please include what **birth-five programming the organization offers.**

   b. Agency Criteria

   Explain how your agency meets the following criteria:

   - Sustainability Plan: How will your organization continue and expand the use of the training practices after the training ends? *This might include* supporting staff in applying the approach in their ongoing work with families, integrating what's learned into existing programs, sharing learning with additional staff, and developing strategies to sustain the model over time.
   - Flexible Scheduling Support: The agency must allow staff to participate in training activities during work hours for a total of 67 hours or approximately 16 weeks, including:
     - Level 1 Learner Workshop: 16-hour workshop
     - Level 2: Phase 1: 20 hours of weekly learning (4 hrs./week × 5 weeks)
     - Level 2: Phase 2: 30 hours of implementation practice (3 hrs./week × 10 weeks)
     - Level 2: Phase 3: 1-hour follow-up session
   - Ability to support staff with a tablet or computer for recording purposes.

   c. **Staff Applicants:** Provide each staff member's name, email address, and phone number, and clearly indicate the specific training model they are applying for. **Level 2 Certified Provider**[3] OR **Level 3 Agency Trainer Training**[4] (Note: Level 3 applicants must have successfully completed Level 2 training. See Section I. Part 2 for more information).

i. **All staff applicants must be currently working for the organization**; the organization cannot apply for a "to be hired" individual.

d. **Staff Qualifications**

For each staff applicant, provide a detailed explanation as to *how* they meet and/or will achieve the following criteria:

- Education or experience in social work, psychology, early intervention, early childhood education, home visiting, or related fields.
- At least **two years of direct work** with children aged birth to five and their families.
- Their **current role should be at least 50% providing ongoing, relationship-based direct services to families through continued engagement over time.** Examples of eligible roles may include home visitors, family support specialists, doulas providing ongoing support, therapists, or case managers with continued family engagement. Roles focused primarily on referrals, intake/navigation, one-time resource connection, or brief interactions ***do not meet*** this requirement.
- A **strengths-based approach** with families that focuses on identifying and building upon the existing abilities, resources, and resilience of children and families while also honoring each family's values and culture.
- **Willingness and ability to recruit families** with children aged birth to five to participate in training. Each staff applicant will be required to recruit one family to work with throughout this training program.
- Experience working with the same populations the agency applicant serves.
- **Commitment to continuous improvement of services** and to learning new ways to support families and children.

e. **Access to a personal vehicle** for in-person home visits with families.

3. **Personnel Budget:** Include your agency's current staff salary or personnel expense budget (see Section I. Part 5 for more information).

How will Applicants be evaluated?

Each application will be reviewed using the following criteria:

Criteria	Description	Points
1. Applicant Qualifications and Experience	The applicant works for a nonprofit human service agency in King County, with at least 2 years of experience in social work, psychology, early intervention, early childhood education, home visiting, or related fields. The current role includes at least 50% direct service to families.	20

[3] For more information visit Level 2: Skill Building - Promoting First Relationships
[4] For more information visit Level 3: Agency Trainer Training - Promoting First Relationships

2. Commitment to Practice	The applicant demonstrates a strength-based philosophy, commitment to improving services for families and children, and a desire to grow professionally.	20
3. Family Recruitment and Participation Readiness	The applicant is willing and able to recruit and work with a family with a child aged birth to five throughout the training. The applicant shows readiness and motivation to engage in the training schedule fully.	15
4. Technology Access	The applicant has access to the necessary technology (computer, tablet, etc.) to record and watch videos on a large screen.	5
5. Agency Support for Participation	The application clearly demonstrates that the agency supports the applicant's participation, including flexibility in scheduling to attend required training hours.	15
6. Agency Plan for Sustainability and Integration	The application includes a clear plan for how the agency will continue and expand the use of the training after completion. This includes applying the model to current services, sharing knowledge with other staff, and/or sustaining the approach long-term.	15
7. Personnel Budget and Staffing Clarity	The agency has provided a clear staff salary/personnel expense budget and identifies which staff are applying for which training model (**Level 2 Certified Provider** OR **Level 3 Agency Trainer Training**).	10

Top applicants will be selected to participate in a mandatory virtual interview to be conducted between 10/12/2026 through 10/19/2026. This includes each selected staff applicant and their supervisor.

Interviews are worth an additional maximum of 25 points. The total scoring of the Applications will then be 125 points.

If selected, what are the next steps?

A representative of the PHSKC program will reach out to the awarded Applicant to begin negotiations on the program elements of the Agreement. The Applicant shall submit within five (5) Days of notification from the County the following:

- Insurance certificate and endorsement meeting the levels of coverage set forth below.
- King County Substitute W-9 (if not on file with the County within the past two (2) years).
- King County Responsibility Detail & Attestation Form
- The Substitute W-9 and the Responsibility Detail & Attestation forms are available for download at https://kingcounty.gov/depts/finance-business-operations/procurement/forms.aspx.

General Insurance Requirements for the selected Applicant are contained on PHSKC's website (https://kingcounty.gov/depts/health/partnerships/contracts/insurance-requirements.aspx). Specific coverage limits for this particular Work are:

- Commercial General Liability, to include Products and Completed Operations, in the amount of $1,000,000 combined single limit; $2,000,000 aggregate
- Workers' Compensation and Stop-Gap Employer's Liability for a limit of $1,000,000
- Professional Liability coverage of at least $1,000,000
- Automobile Liability: If driving as part of the Scope of Work, $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than, $1,000,000 combined single limit per accident for bodily injury and property damage.

- **Include Public Health – Seattle & King County 401 5th Ave, Ste. 1120, Seattle WA 98104, in the Certificate Holder box.**
- **Provide an additional Insured endorsement** to be included with the certificate of insurance, “CG 2010 11/85" or its equivalent is required which may include a blanket endorsement

SECTION 1 PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 1: INTRODUCTION

PHSKC is requesting applications from community-based organizations to participate in the **Promoting First Relationships Agency Training**, either **Level 2 Certified Provider** OR **Level 3 Agency Trainer Training**. PHSKC may select multiple agencies from all qualified applicants. The maximum amount of reimbursement to be distributed across all subsequent agreements shall not exceed **$94,215** *for* the period of January 1, 2027, through December 31, 2027.

The selected agencies will perform the scope of work as described in Part 2.

BEST STARTS FOR KIDS

Best Starts is King County’s community-driven initiative to support every baby born and child raised in King County to be happy, healthy, safe, and thriving. Initially approved by voters in 2015 and in place since 2016, Best Starts invests in comprehensive support for children, youth, young adults, and families and caregivers, catalyzing strong starts in early childhood, and sustaining those gains as children progress to adulthood. Best Starts was renewed by voters in August 2021. Implementation of Best Starts is guided by the Best Starts Implementation Plan, approved by the King County Council in November 2021 for Levy 2022-27.

EQUITY AND SOCIAL JUSTICE

For many in our region, King County is a great place to live, learn, work and play. Yet we have deep and persistent inequities - especially by race and place - that in many cases are getting worse and threaten our collective prosperity. In 2020 Executive Constantine declared racism as a public health crisis and set forth policy priorities to bolster King County’s commitment to being intentionally anti-racist and accountable to Black, Indigenous People, and People of Color. Equity and Social Justice (ESJ) is an integrated part of the County’s work and is foundational to the work of Best Starts. Our goal is to ensure that all people, regardless of who they are and where they live, have the opportunity to thrive, with full and equal access to opportunities, power, and resources.

For all Best Starts-funded programs, we seek to support community-led and community-informed organizations that are reflective of and embedded in the communities they serve across all aspects of their leadership and service. We further seek to support organizations that recognize and address the disparities that exist in our communities, particularly agencies that serve low-income families, families of color, immigrant, and refugee families, LGBTQ families, families with disabilities, families with foster children, and those geographically isolated – furthering Best Starts’ commitment to equity

Applicants may be asked to demonstrate an understanding and a commitment to the principles of equity and social justice as shown through their staffing and their board; services tailored to community need and commitment to social justice and continuous improvement. One aspect of this work includes understanding – at both a program and system level – structural and institutional racism as it plays out for individuals served through Best Starts-funded services, and the disparate impacts on individuals' collective experiences and outcomes compared to the population as a whole.

More information about King County's ESJ work is available at: https://kingcounty.gov/elected/executive/equity-social-justice.aspx

PART 2: DESCRIPTION

A. GOAL

The goal of the project is for Agency staff to receive intensive training in the evidence-based curriculum[5], Promoting First Relationships (PFR), to become a PFR Certified Provider OR PFR Agency Provider depending on past training experience.

B. FOCUS POPULATION

The focus of the population for the project is community-based agency staff who work with King County families with young children, birth to five, who live in environments where stressors are particularly high.

C. OUTCOMES

1. **PFR Level 2 Certified Provider training**
   Agency staff will be able to deliver PFR services that lead to:
   - Improved school readiness
   - Improved children's social–emotional development
   - More responsive, nurturing caregiver–child relationships
2. **PFR Level 3 Agency Trainer training**
   Agency staff will be able to:
   - Do all of the above as Certified Providers, and
   - Train and coach additional agency staff to become PFR Providers.

D. OUTPUTS AND ACTIVITIES

From January 1 to December 31, 2027, the Agency may enroll multiple participants in **PFR Level 2 Certified Provider** and/or **PFR Level 3 Agency Trainer**. The Agency will complete the output specified below for **each participant** according to their level:

Brief Overview of Each Training Level:

PFR Level	Description	Eligibility	PFR Level 1 Learner Workshop?	Training Intensity
2: Certified Provider Training	New to PFR; no prior PFR training.	**Entry-level.**	**REQUIRED** *Participant and Supervisor must attend in-person training in January 2027.*	15 weeks of online mentoring. (Completed in two phases).

[5] For more information visit Curriculum - Promoting First Relationships

3: Agency Trainer Training	Providers who will train/coach colleagues within their agency.	**Successfully completed PFR Level 2 (above) training.** Completed fidelity assessment .	**REQUIRED** *Participant and Supervisor must attend in-person training in January 2027*.*	15-week training. Monthly group reflective consultation thereafter.

1. **PFR Level 2 Certified Provider Training:** Entry-level PFR training for staff who are new to PFR (no prior PFR training).
   a. Participants and supervisors are required to attend the two-day **PFR Level 1 Learner Workshop**[6], which will be held in-person at a location near the University of Washington on January 28 and 29, 2027, from 8:30 AM to 5:00 PM.
   b. Participants receive 15 weeks of online mentoring with a PFR Master Trainer to develop the skills to become certified in the evidence-based home visiting model.

What will be covered during Level 2 Certified Provider Training?

- **Phase 1:** During the first 5 weeks, learners will view professionally filmed PFR intervention sessions with caregivers (parents and child care providers) and young children (infant, toddler, special needs). The videos were developed and narrated by Dr. Jean Kelly, PFR founder. After viewing two videos at a time, learners meet weekly in pair groups with their PFR Master Trainer to reflect on the filmed sessions and the PFR infant mental health essentials.
- **Phase 2:** During the next 10 weeks, learners will be mentored individually each week as they work with caregiver/child dyads at their own sites. Sessions will include reflection on videos of the dyadic interactions that learners upload to a secure website, and discussion about how to implement the PFR concepts and consultation strategies.
- Learners will record a full PFR session of themselves working with a caregiver-child dyad to demonstrate fidelity to the model and become a Certified PFR provider.

2. **PFR Level 3 Agency Trainer Training:** For PFR providers who will train and coach colleagues within their agency.
   a. To be eligible, the participant must have successfully completed **Level 2 Certified Provider** with a high-fidelity assessment score and must agree to the **PFR Agency Trainer Guidelines and Costs**[7].
   b. An Agency may nominate a single **Level 3 Agency Trainer** applicant; the applicant may be paired with a Level 3 trainee from another agency for training purposes.
   c. **Required Level 1 Learner Workshop**: In person at the University of Washington, January 28 and 29, 2027, from 8:30 AM to 5:00 PM.

   - **Applicant refresher:** If the Level 3 applicant completed Level 1 more than 12 months ago, they must attend the required Level 1 workshop.

[6] For more information visit Level 1: Learner Workshop - Promoting First Relationships
[7] Additional costs involved to train others within agency, please visit PFR-level-3_guidelines_and_costs.pdf. Any funding for costs incurred after December 31, 2027 will be negotiated directly between the Agency and the Promoting First Relationship Program at the University of Washington.

- **Supervisor attendance:** If the applicant has a new supervisor who has not previously attended Level 1, the supervisor must attend the required Level 1 workshop.

What will be covered during Level 3 Agency Trainer Training?

- During the first 3 weeks, participants will view parent-child observation videos to hone observation skills and practice applying PFR concepts. Additional readings will cover topics in attachment, understanding children's behavior through a social-emotional lens, and providing reflective consultation. Participants will meet weekly with their PFR Master Trainer to discuss this content.
- During the next 10 weeks, participants will receive weekly online mentoring as they intervene with a 2nd caregiver/ child dyad at their own site. Learners will increase their skills in providing PFR intervention as they gain experience with an additional dyad. Providers will record themselves doing a full PFR session with the caregiver/child to pass a second fidelity video in order to become a Certified PFR Agency Trainer.
- Agency Trainers will receive 2 sessions after completing their second family to prepare them to train others within their agency.
- Following the initial 15 weeks of Level 3 training, Agency Trainers will participate in monthly group reflective consultation facilitated by a PFR Master Trainer to support them as they train and mentor others within their organization. This group meeting is currently funded by this Levy grant, but agencies have to provide on-going release time for their Trainer for this meeting.

Minimum Service Level

For the period January 1, 2027 - December 31, 2027, the Agency shall be engaged in accomplishing **Part 2. D. Outputs and Activities** **1 or 2.**

PART 3: COMPENSATION AND METHOD OF PAYMENT

The Agency will be compensated monthly for the actual cost incurred based on the budget breakdown in **Part 5**, and not to exceed the actual agreement amount, which shall be a portion of the total amount stated in **Part 1** for the agreement period subject to the following conditions:

A. Payment to the Agency may be withheld for any month for which the Agency fails to meet the minimum service level stated in **Part 2. D. Outputs and Activities** **1 or 2**, as applicable.

B. All costs which are invoiced to PHSKC must be verified by appropriate documentation, i.e. time sheet records, canceled checks, payroll checks or signed and dated activity records including vehicle mileage documentation. These documents will be maintained by the Agency for audit purposes.

PART 4: REPORTING, MONITORING, AND EVALUATION REQUIREMENTS

The Agency will maintain and make available to the County documentation demonstrating accomplishments of all contractual requirements. Such documentation may include, but is not limited to the following: (1) services/trainings/activities received, (2) date of services/trainings/activities, (3) # of hours (including details of how time was spent) (4) names of participants, (5) evaluation of services, (6) service logs (including vehicle mileage documentation), and (7) invoice copies and justification for audio/visual equipment purchases.

A. Monthly Invoices:

The Agency shall send monthly invoices within 10 working days after the end of each month's calendar.

In the event the Agency does not meet the monthly reporting requirements, or the reports are not accurate and/or complete, the following process will be observed in the event that the County withholds reimbursement pursuant to this provision:

1. The County will notify the Agency within 10 working days upon receipt of the monthly reporting requirements verbally and in writing of the errors and/or omissions in reporting and of the specific corrective action the Agency must take. The County will return the reports to the Agency for correction.
2. The County may withhold reimbursement due to the Agency for the month for which the reporting requirements have not been met.
3. When the Agency has taken the required corrective action, the County shall pay all withheld funds according to the County's routine schedule.
4. Quarterly reporting demographic data on families served during the learning phase.

B. Final Program Report:

The Agency shall submit a **Final Program Report** which will be included with the final (December 2027) invoice. The Final Program Report shall include the following information (2 to 3 pages):

1. Summarizes progress to date on the outcomes, outputs, and activities;
2. Describes how your agency will continue to use PFR with families;
3. If applicable (staff completed **PFR Level 3 Agency Trainer**), outlines your plan to train additional agency staff as PFR Providers; and
4. Estimates the number of families who benefited from PFR concepts and/or completed the full 10-week curriculum during the grant period.

C. Monitoring Requirements:

The Agency shall cooperate with a scheduled site visit conducted to determine agreement compliance and program assessment. Additional site visits for follow-up or verification of reports may be made.

D. Funding

Funding for the project is contingent on PHSKC receiving Best Starts for Kids Levy revenue to cover the cost of the project.

PART 5: BUDGET

All agencies applying shall include an estimated personnel budget in the following format with their application.

January 1, 2027 – December 31, 2027	
Personnel Expense	
Staff Salary (**Level 2 Certified Provider**) Hourly x 51 OR 67*	$
Staff Salary (**Level 3 Agency Trainer**) Hourly x 51 OR 67*	$
Staff Benefits & Taxes	$
TOTAL	$

*51 hours if Level 1 completed within the past 12 months; 67 hours if Level 1 completed more than 12 months or never completed.

Considerations:

- *Please note, this funding opportunity is not intended to reimburse for the supervisor's time or expenses.*
- *PHSKC anticipates that the* **$94,215** *available in funding will be spread across multiple agencies.*
- *The award total is subject to King County Council's final approval and is subject to change.*

A. Project expenses include:

- Mileage at the rate of the Agency – not to exceed the GSA standard rate.
- Audio/Visual equipment and supplies (not to exceed $500 per applicant)
- Parent stipends during training phase ($150 per family)
- Staff salary for participants in **PFR Level 2 Certified Provider** or **PFR Level 3 Agency Trainer** training who completed the **PFR Level 1 Learner Workshop** within the past 12 months is budgeted at 51 hours per participant.
- Staff salary for participants in **PFR Level 2 Certified Provider** or **PFR Level 3 Agency Trainer** training who have not completed the **PFR Level 1 Learner Workshop** in the past 12 months (including those who have never attended) is budgeted at 67 hours per participant.
- Toys for playing and teaching with participants (not to exceed $75)
- Agency administrative costs
- Any other expenses must be approved by the County prior to billing.

B. Training and material costs included in this grant:

- **Two-day PFR Level 1 Learner Workshop** (for all applicants who have not attended the **Level 1 Learner Workshop** in the past 12 months), BabyCues Cards, Video and Handout, Social/Emotional Cards, and PFR Parent Video.
- Every Learner selected for this grant will receive their own packet of materials (these items will be provided for Agency **PFR Level 3 Agency Trainer** who have not previously received these or need updated materials).

SECTION 2 INSTRUCTION TO APPLICANTS

2.1 Application Submission

Applications shall contain all required attachments and information and be submitted no later than the due date and time to the place stated on the front of this RFA or as amended. The Applications shall show the title, the due date specified, and the name and address of the Applicant. Applicants are cautioned that failure to comply may result in non-acceptance of the Application. The Applicant accepts all risks of late delivery of mailed Applications or of mis-delivery regardless of fault. Applications properly and timely submitted will be opened.

Applications will only be accepted from Applicants able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one Application for the team, with accompanying proof of the joint venture agreement. Likewise, when an agency is covered by a fiscal sponsor, the fiscal sponsor shall submit the Application on behalf of its sponsored agency and will be considered the Applicant. The fiscal sponsor will note in its submitted materials the name of the agency which will complete the Work.

When hard copies of materials are requested, Applicants are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

2.2 Electronic Commerce and Correspondence

PHSKC is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most solicitations including Requests for Application, Requests for Proposals, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the PHSKC RFP Web Site, located at http://www.kingcounty.gov/health/rfp. Interested parties may subscribe to email alerts regarding PHSKC funding opportunities by accessing this link: https://public.govdelivery.com/accounts/WAKING/subscriber/new?topic_id=WAPHSKC_97

After submittals have been opened, PHSKC will make available a listing of the businesses submitting Applications, and later, any final award determination.

2.3 Late Applications

Applications and modifications of Applications received at the location designated in the solicitation after the exact hour and date specified for receipt will not be considered.

2.4 Cancellation of RFA or Postponement of Application Opening

The County reserves the right to cancel this RFA at any time. The County may change the date and time for submitting Applications prior to the date and time established for submittal.

2.5 Application Signature

Each Application shall include a completed Application cover page (page 1) signed by an authorized representative of the Applicant.

2.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFA, the County will issue a written Addendum to the RFA.

2.7 Questions and Interpretation of the RFA

No oral interpretations of the RFA will be made to any Applicant. All questions and any explanations must be requested in writing and directed to the Contract Specialist identified on page 1 no later than **the date specified in the Schedule above.** Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Applicants by addendum. **Communications concerning this**

Application, with other than the listed Contract Specialist may cause the Applicant to be disqualified.

2.8 Pre-Application Conference

If a Pre-Application conference is conducted, it will be held at the time, date and location indicated in the RFA Summary. All prospective Applicants are strongly encouraged to attend. The intent of the Pre-Application conference is to assist the Applicants to more fully understand the requirements of this RFA. Applicants are encouraged to submit questions in advance to enable the County to prepare responses. These questions should be emailed to the Contract Specialist indicated on the cover page. Applicants will also have an opportunity to ask questions during the conference.

2.9 Examination of Application and Agreement Documents

The submission of an Application shall constitute an acknowledgement upon which the County may rely that the Applicant has thoroughly examined and is familiar with all requirements and documents pursuant with the RFA, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of an Applicant to comply with the above requirement shall in no way relieve the Applicant from any obligations with respect to its Application or to any Agreement awarded pursuant to this RFA. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFA.

2.10 Cost of Applications and Samples

The County is not liable for any costs incurred by Applicant in the preparation and evaluation of Applications submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Applicant's request and expense unless otherwise specified.

2.11 Modifications of Application or Withdrawal of Application Prior to Application Due Date

At any time before the time and date set for submittal of Applications, an Applicant may submit a modification of an Application previously submitted to the County. All Application modifications shall be made in writing, executed and submitted in the same form and manner as the original Application.

Applications may be withdrawn by written notice received prior to the exact hour and date specified for receipt of Applications.

2.12 Application Withdrawal after Public Opening

Except for claims of error granted by the County, no Applicant may withdraw an Application after the date and time established for submitting Applications, or before the award and execution of an Agreement pursuant to this RFA, unless the award is delayed for a period exceeding the period for Application effectiveness.

2.13 Error and Administrative Corrections

The County shall not be responsible for any errors in Applications. Applicants shall only be allowed to alter Applications after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

2.14 Application Submission Instructions

All materials should be received by the date and time indicated on page 1 of this RFA. Materials should be submitted by email only in one package to the email address specified on page 1. Late submissions will not be accepted.

2.15 Compliance with RFA Terms, Attachments and Addenda

A. The County intends to award an Agreement based on the terms, conditions, attachments and addenda contained in this RFA. Applicants shall submit Applications, which respond to the requirements of the RFA.

B. The County reserves the right to reject any Application for any reason including, but not limited to, the following –

- Any Application, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- Any Application that has any qualification, limitation, or provision attached to the Application;
- Any Application from Applicants who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
- Any Application submitted by an Applicant which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
- Any Application from Applicants who are not approved as being compliant with the requirements for equal employment opportunity; and
- Any Application for which an Applicant fails or neglects to complete and submit any qualifications information within the time specified by the County.

C. In consideration for the County's review and evaluation of its Application, the Applicant waives and releases any claims against the County arising from any rejection of any or all Applications, including any claim for costs incurred by Applicants in the preparation and presentation of Applications submitted in response to this RFA.

D. Applications shall address all requirements identified in this RFA. In addition, the County may consider Application alternatives submitted by Applicants that provide cost savings or enhancements beyond the RFA requirements. Application alternatives may be considered if deemed to be in the County's best interests. Application alternatives shall be clearly identified.

2.16 Acceptance of Agreement, Attachments and Addenda

Applicant(s) shall review the Agreement, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the Application.

If there are exceptions taken to the proposed terms and conditions and any of its attachments, the Applicant's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and the terms attachment as an attachment to the Application, identifying the exceptions and proposed changes. All proposed changes shall be tracked in the Agreement using the tracking changes feature in Microsoft Word®. Identifying any exceptions does not affect your score, and does not guarantee that those exceptions will be accepted by the County if your agency is selected.

The project schedule is such that it requires a very efficient Application review and negotiation period. It is very important that any possible roadblocks or issues the Applicant may have with the terms and conditions are identified during the Application process and resolved prior to proceeding with the Agreement negotiations.

2.17 Collusion

If the County determines that collusion has occurred among Applicants, none of the Applications from the participants in such collusion shall be considered. The County's determination shall be final.

2.18 Application Price and Effective Date

A. The Application price shall include everything necessary for the prosecution and completion of Work under the Agreement including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFA. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Application price. The County shall pay any Washington State sales/use taxes applicable to the Agreement price or tender an appropriate amount to the agency for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Application price.

B. In the event of a discrepancy between the unit price and the extended amount for an Application item, the County reserves the right to clarify the Application.

C. The Application shall remain in effect for 120 Days after the Application due date, unless extended by agreement.

2.19 Procedure When Only One Application Is Received

If the County receives a single responsive, responsible Application, the County may request an extension of the Application acceptance period and/or conduct a price or cost analysis on such Application. The Applicant shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Application; the County reserves the right to reject such Application or any portion thereof.

2.20 Appeal Procedures

PHSKC will notify all respondents in writing of the acceptance or rejection of the response or Application and, if appropriate, the level of funding to be allocated. Written notification will be via email to the email address submitted on the Application response form. Any applicant wishing to appeal the decision must do so in writing by 4:30 p.m. two (2) business days after the email notification of PHSKC's decision. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in this RFA.
- Failure to adhere to published criteria and/or procedures in carrying out the RFA process.

Appeals must be sent by email to the Contract Specialist indicated on the cover page. PHSKC will review the written appeal and may request additional oral or written information from the appellant organization. PHSKC will provide a written decision and such decision shall be final.

SECTION 3 APPLICATION EVALUATION AND AGREEMENT AWARD

3.1 Application Evaluation

A. The County will evaluate Applications using the criteria set forth in this RFA. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of Application information may be conducted with those Applicants whose Applications are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFA, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Applicants a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.

B. The County may find that an Applicant appears fully qualified to perform the Agreement or it may require additional information or actions from an Applicant. In the event the County determines that the Application is not responsive or responsible the County shall eliminate the Application from further consideration.

C. The County may enter negotiations with one or more Applicants to finalize Agreement terms and conditions. Negotiation of an Agreement shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Agreement. In the event negotiations are not successful, the County may reject Applications.

D. The County reserves the right to make an award without written and/or oral discussions with the Applicants and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Agreement award, if any, shall be made by the County to the responsible Applicant whose Application best meets the requirements of the RFA, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award an Agreement to the Applicant offering the lowest price. The County shall have no obligations until an Agreement is signed between the Applicant and the County. The County reserves the right to award one or more agreements as it determines to be in its best interest.

3.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Applicant, and other evidence it may obtain otherwise, to determine whether the Applicant is in compliance with the terms and conditions set forth in this RFA.

Responsible

In determining the responsibility of the Applicant, the County may consider:

- the ability, capacity and skill to perform the Agreement and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Agreement properly and within the times proposed;
- the quality and timeliness of performance on previous agreements with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Agreement.

Failure of an Applicant to be deemed responsible or responsive may result in the rejection of an Application.

3.3 Financial Resources and Auditing

If requested by the County, prior to the award of an Agreement, the Applicant shall submit proof of adequate financial resources available to carry out the execution and completion of work required by the subsequent Agreement.

King County reserves the right to audit the agency throughout the term of the subsequent Agreement to assure the agency’s financial fitness to perform and comply with all terms and conditions contained within the Agreement. King County will be the sole judge in determining the agency’s financial fitness in carrying out the terms of the Agreement.

3.4 Public Disclosure of Application

If an Applicant considers any portion of its Application to be protected under the law, the Applicant shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If the County determines that the material is not exempt from public disclosure law, the County will notify the Applicant of the request and allow the Applicant ten (10) Days to take whatever action it deems necessary to protect its interests. If the Applicant does not take such action within said period, the County will release the portions of the Application deemed subject to disclosure. By submitting an Application, the Applicant assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

3.5 Final selection of awards will be made by King County division and department directors based upon recommendations from the review panel and due diligence conducted by King County staff supporting this RFP. Additional factors considered by King County staff and leadership when making final award decisions include:

- Equity and geographic considerations to ensure services are responsive to funding priorities and community need.
- Whether the organization's capacity is sufficient to meet the terms and conditions of the contracts.
    - This assessment will be based on responses to the Organizational Capacity Questionnaire.
    - All awardees must meet the capacity requirements of the solicitation. The capacity requirements vary based on the size and complexity of the anticipated award.

King County reserves the right to make such selections based on the best interests of King County, and as a result, may not select the highest scoring or lowest cost proposals for award. It will execute contracts based upon the final selections

This solicitation is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Applications submitted under this RFA shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the Agreement has been made, the Applications shall be available for inspection and copying by the public.

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFA

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement documents, the following words and terms shall have the meanings indicated.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by PHSKC during the Application period and prior to award.

Applicant: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting an Application to perform the Work.

Application Evaluators (AE): Team of people appointed by the County to evaluate the Applications, conduct discussions, call for Best and Final Offers, score the Applications and make recommendations.

Best and Final Offer: Best and Final Offer shall consist of the Applicant's revised Application and any supplemental information requested during the evaluation of Applications. In the event of any conflict or inconsistency in the items submitted by the Applicant, the items submitted last govern.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFA that the County shall examine to determine the Applicants understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Applicant; potential for successfully accomplishing the Agreement; risk allocation and the probable cost to the County.

Days: Calendar days.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee’s time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one-week period.

RFA: Request for Applications, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Applicants for information and reference in preparing Applications but not as part of this Agreement.

Attachment 2 – Agreement Terms and Conditions

1. **Agreement Term and Termination**

A. This Agreement shall begin on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.

B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the Agreement End Date, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.

C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice if: (1) the Recipient breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement; and (3) in the case of suspension the Recipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services..

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. If such appropriation is not approved, this Agreement will terminate at the close of the current appropriation year.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

2. **Compensation and Method of Payment**

A. The County shall compensate the Recipient for satisfactory completion of the services and requirements specified in this Agreement payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.

B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.

C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any later invoice.

D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.

E. Should, in the sole discretion of the County, the Recipient not timely expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source or the recapturing or reprograming of under expenditures.

F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.

4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Recipient shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a person or entity that is debarred, suspended, or proposed for debarment. The Recipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

A. The Recipient shall maintain for a period of six years after termination of this Agreement accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Agreement funds and compliance with this Agreement.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following for a period of six years after termination of this Agreement:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all entities seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review these records. The Recipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Recipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Agreement in order to monitor and evaluate the services provided under this Agreement. The County will give reasonable advance notice to the Recipient of the date on which the audit shall begin. The Recipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Agreement documents. If different from the Recipient's address listed above, the Recipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.

D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.

E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx.

7. Financial Reports and Audits

Recipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

A. If the Recipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends $1,000,000 or more in Federal awards during the its fiscal year, then the Recipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Recipient's fiscal year.

B. If the Recipient is not subject to the requirements in subsection A, the following apply:

Entity Type	**Non-Profit**		**For Profit**	
Gross Revenue	Gross Revenue Under $3M on average in the previous three fiscal years.	Gross Revenue Over $3M on average in the previous three fiscal years.	Gross Revenue Under $3M on average in the previous three fiscal years.	Gross Revenue Over $3M on average in the previous three fiscal years.
Required Documentation	• Form 990 within 30 days of its being filed; and • A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	• Income tax return; and • A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Recipient's fiscal year.

C. Waiver

A Recipient that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Recipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Recipient's Board of Directors.

D. The County may require additional audit or review requirements and the Recipient will be required to comply with any such requirements.

8. <u>Corrective Action</u>

If the County determines that the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. The County will notify the Recipient in writing of the nature of the breach.

B. The Recipient shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County.

D. If the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Agreement in whole or in part pursuant to Section 1.

E. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. <u>Dispute Resolution</u>

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

10. <u>Hold Harmless and Indemnification</u>

A. Duties as Independent Contractor:

In providing services under this Agreement, the Recipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work, services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

B. Recipient's Duty to Repay County:

The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.

C. Recipient Indemnifies County:

The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Recipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.

D. County Indemnifies Recipient:

The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

11. <u>Insurance Requirements</u>

The Recipient, unless expressly waived in Appendix 1, shall procure and maintain for the term of this Agreement, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages required by this contract are contained in Appendix 1.

A. Municipal or state agency provisions

If the Contractor is a Municipal Corporation or an agency of the State of Washington or any other Public Agency and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached and be incorporated by reference and shall constitute compliance with this section.

B. Deductibles and self-insured retentions

Any deductibles or self-insured retentions shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor or its Subcontractor.

C. Other insurance provisions: The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain, the following provisions

1. All Liability Policies (except Employers Liability, Workers Compensation and Professional Liability (Errors and Omissions):
    a. King County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Contract.
    b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.
    c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All policies
    a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) days prior written notice has been given to the County.
    b. Each insurance policy shall be written on an "occurrence" basis/form; except that insurance on a "claims made" basis/form may be acceptable with prior County approval.

       If coverage is approved and purchased on a "claims made" basis/form, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form.

D. Acceptability of Insurers

1. Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of an AM Bests' surplus size VIII.
2. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.
3. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of coverage

1. The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.
2. If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.
3. County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or

invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Contractor for breach of the insurance requirements.

F. Insurance for subcontractors

1. If the Contractor subcontracts any portion of this Contract pursuant to Section XIII, the Contractor shall include all subcontractors as insureds under its policies or shall require reasonable and appropriate insurance coverage and insurance limits to cover each of the subcontractors liabilities given the subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any subcontractor must comply with the specified insurance requirements, including the requirements under "Other insurance provisions".
2. Contractor is obligated to require and verify that each subcontractor maintains the required insurance and ensure that King County is included as additional insured. Upon request by King County, and within five (5) business days, Contractor must provide evidence of each subcontractor's insurance coverage, including endorsements.

G. All coverages and requirements

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

12. Assignment/Sub-agreements

A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.

B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.

C. The Recipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.

D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:

"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Recipient shall comply with all requirements found at http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx.

14. Conflict of Interest

A. The Recipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this

Agreement and subject the Recipient to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. The Recipient agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the County will be cancelled and it shall not be able to bid on any County Agreement for a period of two years.

C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

15. Equipment Purchase, Maintenance, and Ownership

Funder's requirements may take precedence over this section as applicable.

A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of $5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.

B. The Recipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

C. All Equipment not listed as a budget line item purchased under this Agreement requires prior written approval from the County.

D. All Equipment purchased under this Agreement shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Agreement:

Except as indicated below or as described in an Exhibit, the parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Recipient by operation of law or for any other reason, the Recipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Recipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

B. Ownership Rights of Previously Existing Materials:

The Recipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Agreement, but do not originate from the work described herein. The Recipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Agreement.

C. Continued Ownership Rights:

The Recipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services under this Agreement and assumes no obligation for future support of the activity under this Agreement except as expressly set forth in this Agreement.

20. Entire Agreement/Waiver of Default

The parties agree that this Agreement is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

21. Amendments

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. Notices

Whenever this Agreement provides for notice by one party to another, such notice shall be in writing and directed to the Recipient contact and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Agreement may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at https://www.docusign.com/company/terms-of-use.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

The parties executing this Agreement electronically have authority to sign and bind its represented party to this Agreement.

26. No Third Party Beneficiaries

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

APPENDIX 1 – INSURANCE REQUIREMENTS

Unless waived under section A below, the following insurance requirements are hereby incorporated into the referenced Agreement's terms and conditions.

Section A.

The requirement that Contractor maintains insurance coverage as specified for this Agreement is not waived.

Section B. Specific Requirements

General Liability Insurance:

$1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, ongoing operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.

Products and Completed Liability Insurance:

Reserved.

Sexual Abuse and Misconduct Liability Insurance:
1. Reserved.
2. Reserved.

Automobile Liability Insurance:

If a vehicle will be used in the performance of the Scope of Work, the Contractor shall maintain Automobile Liability coverage for $1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering BUSINESS AUTO COVERAGE, symbol 1 'any auto'; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

Professional Liability Insurance (Errors and Omissions):

1. Reserved.
2. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, $1,000,000 per claim and in the aggregate. 'Professional Services' for the purpose of this Contract Section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

Cyber Liability/Technology Insurance:

1. If Scope of Work involves access to, handling, and/or storage of sensitive data, to include but not limited to payment card information, personally identifiable information (PII), and personal health information (PHI) of 1,000 or more records, Cyber Liability coverage shall be maintained. Coverage shall include loss resulting from data security/privacy breach, or other unauthorized access or related violations including identity fraud and privacy law violations, denial of service attacks, introduction of virus and malicious code, extortion, dissemination or destruction of electronic data, business interruption, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, breach of contract, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

Workers' Compensation Insurance and Employer's Liability ("Stop Gap") Insurance:

1. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or 'Other States' State Law. When statutorily required to have Workers' Compensation coverage, Contractor shall maintain Employers Liability or Stop Gap coverage with a limit no less than $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability), or, in monopolistic states, including but not limited to Washington, the protection provided by the 'Stop Gap' endorsement to the Commercial General Liability policy.

END OF COUNTY TERMS AND CONDITIONS

END OF RFA